

**CONTRACT NAME: AGREEMENT BETWEEN SILVERADO STAGES, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between Silverado Stages, Inc. and DJUSD to transport the Davis Senior High School ski team to Soda Springs on January 25, 2017.

The cost of the transportation is \$1,402 and will be paid by donations.



## Silverado Stages, Inc

241 Prado Road  
San Luis Obispo, CA 93401  
www.silveradostages.com  
(805) 545-8400 MAIN  
(805) 364-5470 FAX

### General Information

Account Name Davis Joint Unified School District  
Phone 530-757-5300  
Billing Address 526 B Street  
Davis, California 95616  
United States

Created Date 1/20/2017  
Expiration Date 1/25/2017  
Quote Number 5559

### Sales Representative Information

Prepared By Lauri Seitz  
Phone (805) 438-2759  
Email lseitz@silveradostages.com

Contact Name Lori Williams  
Phone (530) 757-5300  
Email lwilliams@djusd.net

### Trip Information

Opportunity Name Ski 1/25  
# of Passengers 28  
Departure Date 1/25/2017 6:30 AM  
Departure Address Davis High School  
315 W 14th St, 95616  
Departure City Davis

Destination Address Boreal Ridge  
Near Auburn Ski Club  
Destination City Soda Springs  
Return Date 1/25/2017 6:00 PM

### Quotation Summary

Line Item Number	Product	Sales Price	Quantity	Total Price
00019592	48 Passenger > 5	\$1,474.60	1.00	\$1,474.60
00019595	Discount	(\$165.60)	1.00	(\$165.60)
00019594	Environmental Fee	\$15.00	1.00	\$15.00
00019593	Fuel Surcharge	\$0.30	260.00	\$78.00

### Totals

Subtotal \$1,402.00  
Grand Total \$1,402.00

Deposit of 30% is required to reserve a Motorcoach  
Deposit Due \$420.60

*Coach reservations can only be held after a full deposit and signature have been received by the Charter Agent*

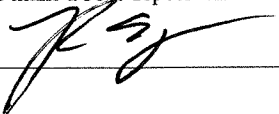
## Quotation Acceptance



## Silverado Stages, Inc

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I have checked all the details above and agree that they are correct. I confirm that I would like to make a firm booking and I accept the above price. I agree to make a 30% deposit on this firm booking at or prior to 7 days of Silverado Stages receiving this signed confirmation

Signature: \s\  Print Name: \n\ Bruce E. Colby Date: \d\ 1/23/2017



**Going the  
Distance  
for Travelers**

**241 Prado Road  
San Luis Obispo CA 93401**  
Phone: (805) 545-8400  
Fax: (805) 364-5470  
Toll Free: (800) 781-4699  
Website: [www.silveradostages.com](http://www.silveradostages.com)

## **Charter Terms and Conditions**

Your Charter Agreement has been forwarded for your review and approval. A signed copy is required to confirm your arrangements. If correct, please sign, date and return this Agreement along with the required Deposit. Please include the Charter order number on all checks and other correspondence.

### **PLEASE NOTE:**

- Receipt of Agreement signature and deposit are required to confirm these arrangements, including pricing and availability of the vehicle(s) and driver(s).
- Driver gratuities are customary and are additional to quoted prices, unless specifically included. Please see below.
- Charter pricing is subject to adjustment at the conclusion of your trip to reflect actual use (additional time or distance).

### **RATES:**

This quotation is based on the original services requested, the estimated duration and distance of the trip, and our current tariffs, which are subject to change. In the event of a tariff revision, you will be notified concerning rates in effect for your date of service. The total charges for your Charter are subject to change in accordance with your actual itinerary, which is due in our office no later than twenty-one (21) days prior to the Departure Date. We must check and approve all itineraries for compliance with DOT Hours of Service regulations, any road restrictions, and the terms of this Agreement. Rates are computed based on time or mileage from and back to the Silverado Terminal, and total charges will be the greater of actual "hours" v. "miles" charges. Upon completion of the Charter, any additional hours or miles exceeding the agreed amount will be billed based on the tariffs in effect at the time of the Charter. Any additional charges must be paid within seven (7) days of receipt of invoice. Late payments are subject to a monthly interest charge of 1.5% of the outstanding balance. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform this trip unless they are written into this Agreement. A \$25 booking fee will be charged for each parking permit or entrance fee that Silverado Stages obtains on behalf of the client.

### **DRIVER(S) ROOM:**

Client/Booking Agent is responsible for securing and paying for the driver's lodging on any overnight charter, or mileage service if the driver runs out of hours. One (1) room per driver is required. The room must be within five (5) miles of where the group is staying and the hotel must have adequate bus parking on site or within one block of the hotel. Additional charges may apply if the driver's room is further than (5) miles away from the group hotel. Rooms must be of at least average quality, include a private restroom, and are subject to the approval of Silverado Stages (no cabins are permitted). A per diem minimum of \$200 per night, per driver will apply if this requirement is not met. If client wishes Silverado Stages to book the driver's room(s), a \$25 booking fee per reservation will be added to the Charter.

### **DEPOSITS:**

A deposit of thirty percent (30%) of the total amount of the Charter is due immediately upon receiving this Agreement in order to confirm your booking. Full payment is required no later than 14 days prior to the Departure Date. Silverado Stages, Inc. reserves the right to cancel this Charter if payments are not received by the due dates.

### **DAMAGES:**

Silverado Stages inspects each vehicle before, during, and after each Charter. In the event of damage to the vehicle, the Client/Booking Agent assumes full financial liability for the cost of repairing any damage caused by the client or any members of the client's party during the service. Client is responsible for damages incurred to the vehicle caused by the negligence, recklessness or willful misconduct of the group, any individual from the group, or any other party that the group interacts with during the term of the Charter that is involved in any way. This includes both interior and exterior damage to repair, replace, and clean the vehicle or any parts of vehicle. Client is responsible for reimbursing Silverado Stages for any loss of revenue due to the vehicle being out-of-service while repairs are being completed. The cost of repairing, restoring or otherwise remediating any damage to a vehicle caused by Client may be charged to such Client's credit card on file or billed directly to such Client, without prior notice. Additional fees may be charged to cover damages at the Company's discretion. We reserve the right to include a refundable damage deposit for any Charter Agreements that appear to involve risk of damage.

### **CHANGE POLICY:**

Any changes made 48 hours or less prior to the Charter service date/time are subject to a \$25.00 change fee per vehicle. Any changes made 24 hours or less to the Charter service date/time are subject to a \$50.00 change fee per vehicle.

**PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. Food and Drink are not allowed without prior approval. All animals except Service Animals are prohibited on the vehicles.

**CANCELLATIONS:**

All Cancellations must be submitted in writing. A change of departure date is considered to be a Cancellation of the scheduled Charter. Charters cancelled 30 days or more prior to the scheduled Departure Date are subject to a Charter Cancellation fee of 6% of the total price of the Charter with a minimum \$50 charge. Cancellations received less than 30 days prior to the scheduled Departure Date are subject to a Charter Cancellation fee of 30% of the total price of the Charter. No refunds will be made for cancellations received 14 days or less prior to the scheduled Departure Date.

**GRAD NIGHT PAYMENT AND CANCELLATIONS:**

All Cancellations must be submitted in writing. A change of Departure Date will be considered a cancellation of the Charter. All deposits are non-refundable and full payment is required by 60 days in advance of the trip. Clients who cancel charters less than 60 days prior to the scheduled Departure Date are liable for the full Charter fee.

**LOST AND FOUND:**

Silverado Stages is not responsible for any lost items. The chartering party should check for any items left on the vehicle before exiting. If Silverado Stages finds an item at the conclusion of the trip, the client is responsible for the cost of shipping to return the item as well as a minimum \$25.00 handling fee. Items may be picked up at our office during regular office hours (8am – 5pm).

**EMERGENCY CONTACT INFORMATION:**

A Silverado Stages representative is available twenty-four hours a day, seven days a week by calling 805-545-8400 and choosing Option "0" for Operator during normal business hours or Option "5" for Control Center during all other hours.

**UNSAFE PICK-UP AND DROP OFF LOCATION:** The motorcoach operator has full authority to decide where he/she deems it appropriate to safely pick-up and/or drop-off passengers.

**ADA REQUESTS:**

A minimum of forty-eight (48) hours notification prior to a Charter date is required if wheelchair accessible equipment is needed.

**HOURS OF SERVICE:**

It is Silverado Stages safety policy that any trip requiring driving more than 200 miles one-way must depart its origin no later than 10:00 pm or no earlier than 4:00 am. Trips of more than 200 miles one-way are not allowed to begin between the hours of 10:00 pm and 4:00 am. Drivers cannot drive more than 10 hours or be on duty more than 15 hours in a 24-hour period.

**GRATUITIES:**

Gratuities are not included in our rates. A gratuity of about 10-15% is customary for good service and can be handled directly with your driver at the end of the trip. We can also add a gratuity to your Charter Agreement if you prefer.

**LIMITATION OF LIABILITY:**

Silverado Stages, Inc.'s performance of the services contained in this contract is contingent upon the company's ability to furnish the equipment and perform the services. In the event of traffic delays, accidents, breakdown or any other issue that interferes with Silverado's ability to provide the contracted service, Silverado's liability is limited to a maximum of full refund for the services. In no event will Silverado be liable for consequential damages of any kind.

**DISCLAIMER:**

Silverado Stages, Inc. is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's own risk and only in an amount that can be conveniently carried in the storage areas of the Charter coach. Silverado Stages, Inc. shall not be liable for loss of time or monies due to mechanical failure, inclement weather or traffic. We strive to ensure the best operating condition of accessory systems, but due to unpredictable failure rates of accessory systems, we cannot guarantee the operation of radio/video/P/A systems, air-conditioning and restrooms. No refunds or adjustments are given for accessory systems failures or unavailability. We cannot guarantee the assignment of requested drivers or coaches and we reserve the right to substitute equipment leased from other carriers.

I, the undersigned, do hereby accept the Charter Terms and Conditions described above and agree to adhere to all policies contained herein.

  
\_\_\_\_\_  
Charter Party Signature

1/23/2017  
\_\_\_\_\_  
Date